PUBLISHED WEEKLY AT HONOLULU. Hawaiian Islands.

Abraham Fornander, . . . Editor.

Business Cards.

BISHOP & CO., BANKERS.

ofice in the East corner of ' Makee's Block,' on Kanhumanu street, Honolulu. best Bills of Exchange on Messrs. Grinnell, Minturn & Co., New York; Henry A. Peirce, Esq., Boston; and Messra, Morgan, Stone & Co., San Francisco. Will receive deposits,
Discount first class business paper,
Attend to collecting, &c. &c. &c.

WILCOX, RICHARDS & CO., ship Chandlers, Commission Merchants AND DEALERS IN General Merchandise, Honolulu, H. L.

Keep constantly on hand a full supply of every description of merchandise required by whaleships and others. Money nivanced at the lowest rates. REFERENCES : Messts. SWIFT & ALLEN. New Bedford GIDEON, ALLEN & SON, WM. WILCOX. WM. GIFFORD, . ITS. THOMAS KNOWLES & Co., WESTON HOWLAND, Esq., FREDERICK PARKER, Esq., Bessts. WM. PRILLIPS & SONS, ... HENRY A. PIERCE, Esq.,.. Hessrs. BUTLER, SINE & Co.,.... San Francisco

J. C. SPALDING. IMPORTER & COMMISSION MERCHANT, Honolula, Onhu, Sandwich Islands. AGENT FOR

New London.

C. A. WILLIAMS & Co.,....

Wm. Thwing & Co.'s Boston and Sandwich Is. Packets. AGENT FOR EQUITABLE SAFETY Ins. Co., BOSTON Ins. Co., Bos., Boston ALLIANCE " NETTUNE Ins. Co., Boston, SALEM MARINE Ins. Co., Salem Store in Robinson & Co.'s Fire Proof Block.

JANION, GREEN & CO., Commission Merchants, Fire Proof Buildings, Queen Street, HONOLULU, OAHU, S. 1. 52-tf.

B. F. SNOW, DEALER IN GENERAL MERCHANDISE Honolulu, Oahu, H. I.

W. A. ALDRICH, Importer & Dealer in General Merchandise, Honolulu, Oahu, S. 1. island Products bought and sold. Agent for the sale of the products of the Lihue Plantation. 35-41

Von HOLT & HEUCK, C. TH. HEUCK. General Commission Merchants, Honoialu. Onhu. S. I

H. HACKFELD & CO. General Commission Agents & Ship Chandlers Honolulu, Oahu, H. I.

MAN'L N. CASTLE. CASTLE & COOKE, Importers & Wholesale and Retail Dealers

in General Merchandise. Agents for Dr. Jayne's Medicines. J. RITSON

RITSON & HART, (Successors to HENRY ROBINSON,) WHOLESALE WINE & SPIRIT DEALERS. Foot of Knahumanu St.

GODFREY RHODES. WHOLESALE DEALER IN WINES and SPIRITS. ALE and PORTER Near the Post-Office, Honolulu.

GEORGE G. HOWE, Lumber Merchant, Lumber Yard Corner of Queen and Nuunnu Str ou the Punchard Premises. 34 tf

UTAL & AHEE, Wholesale Merchants,

Agents for the Aiko and Iwo Sugar Plan-tations, Hilo, Hawaii. KING STREET, HONOLULU.

T. MOSEMAN. MOSSMAN & SON, Bakers, Grocers and Dealers in Dry Goods Nunnun St. Honolulu, Onhu, S. I. 35-tf.

C. H. LEWERS, Lumber and Building Materials, Fort st., Honolulu. 14-tf

D. N. FLITNER, CONTINUES his old business at the new store or Kashumanu street. Chronometers Rated by observations of the sun and Chronometers Rated by observations of the stars with a transit in-trument accurately adjusted to the meridian of Honolulu. Particular attention to the meridian of honolulu. Sextant and Quadgiven to fine watch repairing. Sextant and Quadrant glasses silvered and adjusted. Charts and Nautical instruments constantly on hand and for

S. HOFFMEYER, COMMISSION MERCHANT. Dealer in Ship Chandlery and General Mer-

LAHAINA, MAUI, H I

JAMES LOCKWOOD, WANCFACTURER AND DEALER IN

TIN, SHEET IRON & COPPER WARE KAAHUMANU STREET, HONOLULU, H. L.

Summer Bakers, tin and copper pumps, bathing tubs, foot and shower baths, tin and zinc roofing, and a general assort-IJ Ship work executed with neatness and dispatch. 5 tf

ISAAC FERGUSON, Ship Carpenter and Caulker,

(NEAR CAPT. R. BROWN'S BLACKSMITH SHOP,) Esplanade, Honolulu. All work entrusted to him will be performed in the cheapest and most satisfactory manner Orders can be left at Messrs. Ingols & Stanley, Kashumanu street. 5 tf

CHARLES W. VINCENT, CONTRACTOR AND BUILDER,

THE UNDERSIGNED would inform his friends and the public, that he has removed his Carpenter Shop to the public, that he has removed his Carpenter Shop to the premises on Fort street, opposite the store of C. Brewer 2nd, and would solicit that patronage hetelofore so liberally bestowed. All orders in the various branches of Building, Plans, Specifications and contracts attended to with promptness and dispatch.

6 tf CHARLES W VINCENT

W. FISCHER. Cabinet Maker and French Polisher, Hotel street, opposite the Government House.

THOMAS SPENCER, SHIP CHANDLER.

DEALER IN GENERAL MERCHANDISE,

sland Produce, &c., &c.,andCommission Merchan BYRON'S BAY, HILO, H. I. Will keep constantly on hand, an extensive assortment of every description of goods required by Ships and others.

The highest price paid for Island Produce. Money advanced for Bills of Exchange at reasonable

MELCHERS & CO.. Importers & Commission Merchants,

Agents for the Hamburg-Bremen Fire-Insurance Company.

Agents for the Pioneer Mills, San Francisco.

Agents for the sale of Asegut & Reinhart's Hawaiian Salt Beef G. C. MELCHERS, GUST. REINERS, BREMEN. HONOLULU.
Consulates of Russia, Prussia, Bremen and Lubeck.

MELCHERS & CO., AGENTS FOR THE 'PIONEER MILLS, SAN FRANCISCO.

RE REGULARLY RECEIVING BY A every Packet, fresh supplies of FLOUR from the above celebrated Mills, and offer the same for sale at prices to suit the The Baker's Flour is particularly recommended to the Bakers, and the Superfine Flour to the Trade in general, while the Family Flour, for family use, is deemed unsurpassed by the best Eastern Flour. [24 tf] MELCHERS & CO.

C. BREWER & CO. Commission and Shipping Merchants., Honolulu, Oahu, H. I. -REFER TO-

James Hunnewell, Esq., Boston. Charles Brewer, Esq., Boston. Messes. McRuer & Merrill. San Francisco. CHAS. WOLCOTT BROOKS, ESQ., MESSES. WM. PUSTAU & Co., Hongkong. MESSES. PEELE, HUBBELL & Co., Manila.

DUDLEY C. BATES, COMMISSION MERCHANT, Merchant Street, Honolulu.

have this day established myself in the Commission Business at Honolulu, and trust I shall be able to give entire satisfaction to any parties who may entrust their business to my Consignments from the other Islands and orders for the purchase of Merchandise, respectfully solicited. Honolulu, September I, 1860. 18 tf

WM. WEBSTER. Land Agent to His Majesty. Office in the King's Garden, Beritania Street

J. F. COLBURN, AUCTIONEER.

Honolulu, Oahu,

WILLIAM HUMPHREYS, NOTARY PUBLIC. Office at the Court House, up stairs.

R. H. STANLEY. N. L. INGOLS. INGOLS & STANLEY,

Accountants and Conveyancers, HONOLULU. N. B .- Averages adjusted, Protests extended, Legal Documents

executed, with neatness and dispatch; Commercial Books opened and closed, and Custom House Brokerage done. Ac-counts made up and Collections faithfully attended to. [48] Chas. F. Guillou, M. D., LATE SURGEON UNITED STATES NAVY

Late Consular Physician to American Seamen. AND GENERAL PRACTITIONER. OFFICE corner of Kaahumanu and Merchant streets Residence at Dr. Wood's mansion, Hotel street. Office hours from 11 A. M. to 2 P. M., at other hours

E. HOFFMANN, Physician and Surgeon, Office in the New Drug Store, corner of Kaahumanu and Queen sts., Makee & Anthon's Block.

J. WORTH. **AUCTION & COMMISSION MERCHANT.** AND DEALER IN

GENERAL MERCHANDISE. Ships supplied with recruits and Money advanced on Bills of Exchange. HILO, Hawaii, July, 1860.

ALLEN & BERRILL, SUCCESSORS TO GEORGE W. MACY,

Kawaihae, Hawaii. Will continue the General Merchandise and Shipping busi ness at the above port, where they are prepared to fur nish the justly celebrated Kawaihae Potatoes, and such recruits as are required by Whale Ships at the shortest notice and on the most reasonable terms. 9 tf

JOHN PATY, COMMISSIONER OF DEEDS, ETC., FOR THE State of California, at Honolulu.

OFFICE OF D. C. WATERMAN & Co. WILL attend to taking of Depositions. Ac-knowledgments, and all other Instruments of Writing to be used in this State.

Honolulu, December 3, 1860.

32 6m

WAIKAHALULU WATER LOTS. THE UNDERSIGNED HAVING BEEN APPOINTED AGENT

for the sale and lease of the WAIKAHALULU LOTS! begs to call the attention of Merchants, Ship Owners, Speculators and others to this finely situated tract of land which is now offered in lots at reduced rates and on liberal and conven Plans may be seen and all particulars learned by application to the undersigned at Robert C. Janion's Fire-proof Buildings.

N. B.—Early application should be under for choice Lots

Agent for the Sale of Walkahalulu Lots. Honolulu Oct. 9th, 1858. NOTICE

IN ORDER TO FACILITATE THE REMITTANCE OF MONEY to the other islands, the public are hereby informed that certificates of deposit, payable to order, will be issued at the Hamilian Transmitted to the control of the con waiian Treasury to persons depositing the money therefor.

Residents in Honolulu having taxes due on other islands will find this the readiest and safest means of remitting the money to

By order of the Minister of Finance.
H. W. McCOUGHTRY, Reg. Public Accounts. Nov. 2, 1859.—27

NOTICE! ALL PERSONS Indebted to the Estate of John
A. H. Lord, deceased, are requested to settle immediately with
ither of the undersigned; and all persons having demands
against the Estate will please present them without delay.

WM. B. WRIGHT,

RCHD. R. NEVILLE,

Honolulu, July 27th, 1860.

[12 tf] Executors. Honolulu, July 27th, 1860.

LAW REPORTS! FOR SALE AT THIS OFFICE, THE FIRST VOLUME of the Hawaiian Reports, comprising many of the most important Decisions and Rulings of the Superior Courts of this Kingdom during the ten years ending with 1856, compiled by Grongr M. Ronrareon.

Price fivedollars, bound in calf

NOTICE. THE UNDERSIGNED has appointed Mr.

Geo. Williams to act for him in the collection of all outstanding debts and accounts.

Honolulu, May 14th, 1860

Business Cards.

Foreign Advertisements.

CHAS. WOLCOTT BROOKS, W. FRANK LADD, EDWARD F. HALL, JR CHAS. W. BROOKS & Co., Shipping and

SAN FRANCISCO, CAL.

Particular attention given to the purchase, shipment and sale of Merchandise, to forwarding and transhipment of goods, the chartering and sale of vessels, the supply-ing of whaleships, and the negotiation of Exchange.

EXCHANGE ON HONOLULU in sums to suit.

ADVANCES MADE ON CONSIGNMENTS. -REFER TO-J. S. WALKER. "
H. HACKFELD & Co., " B. PITMAN, Hilo.

JAMES HUNSEWELL, Boston. CHAS. BREWER, THATER, BRIGHAM & FIELD, New York.
SUITON & CO., New York.
SWIFT & ALLEN, N. Bedford.

D. C. McRUER, J. C. MERRILL MCRUER & MERRILL,

AUCTIONEERS!

HONOLULU PACKETS

AGENTS OF THE

Particular attention paid to forwarding and transhipment of surance of merchandise and specie under open policies, supplying whaleships, chartering ships, etc.

47 and 49 California-street, SAN FRANCISCO Cal.

Messrs. D. C. WATERMAN & Co., Honolulu. " C. Brewer & Co.,....
Capt. B. P. Snow,
A. P. EVERETT, Esq.,
Messrs. Gilman & Co.,....
B. Pitman, Esq.,.... ...Labaina. .Hilo. [28-tf

SANFORD'S LIVER INVIGORATOR.

NEVER DEBILITATES.

NEVER DEBILITATES.

IT is compounded entirely from Gums, and has become an established fact, a Standard Me. ...e, known and approved by all that sorted to with confidence in its recommended.

R has cared thousands who had given up all hopes unsolicited certificates in my he does must be adapted individual taking it, and us fact grain for the liewels.

Let the dictates of your use of the LIVER IX-wileure Liver Comtacks, Dyspepsia, S u m m c r C o m-ry, Dropsy, Sour Costiveness, Choira Morbus, Choiera lence, Ja un dice, es, and may be used suces, and may be used sucry Family MediIl E A D A CH E, (as
twenty minutes, if
spoonfuls are takspoonfuls are taken at commencement of

At who use it are giving their testimony

MIX WATER IN THE MOUTH WITH THE INVIGORATOR, AND SWALLOW BOTH TOGETHER. Price One Dollar per Bottle,

SANFORD'S FAMILY CATHARTIC PILLS, COMPOUNDED FROM
Pur: Vegetable Extracts, and put up in

GLASS CASES, Air Tight, and will keep In any cilmate.

The Fischity Catherie used in his practice more than twenty years.

The constantly increasing havelong used the PILL's all express in crearl to their use, has induced me to place that different Cathartics act to F F AMILY CAthe Profession well know on different portions of the The F AMILY CAthe Jose reference to

The Profession well know on different portions of the The FAMILY CAhas, with due reference to been compounded from a table Extracts, which act alimentary cand, and are es where a Caharite is rangements of the news. Pains in the Costiveners, Pain in the Whole body, frequently, if neglected, ver, Loss of Appesation of Cold over ness, Hendache, or all In fla m matory Children or Adults, Purifier of the Blood flesh is heir, bos numerous ment. Pose, I to 3.

The Liver Invigorator and Family Catharite Pilis are retailed by Druggists generally, and soll wholesale by the Trade in all the large towns.

S. T. W. SANFORD, M. D.,

S. T. W. SANFORD, M. D., Minufacturer and Proprietor, Broadway, New York.

Sold by the Druggists everywhere, and by PARK & WHITE, Sole Agents for the Pacific Coast, 132 Washington Street, Sax

MONGANUI! Wm. BUTLER, GENERAL MERCHANT, AND

CUSTOM HOUSE AGENT. Monganui, New Zealand, Type, Presses, Printing Mat'al, Paper, Cards HAS MADE arrangements to keep constantly on hand a large and well selected stock of salt provisions, bread, flour, ship chandlery, groceries, clothing, and everything required for a complete outfit. FRESH SUPPLIES, POTATOES, FIREWOOD, All furnished on the

Shortest Notice! Monganui lies in the Southeast part of Lauristan or Doubtless Bay, and is in Lat. 35° 06° S., Lon. 178° 38' E. 36 tf

MESSRS. C. A. FLETCHER & CO. COMMISSION MERCHANTS

GENERAL AGENTS! HARODADI, JAPAN,

BEG TG INFORM OWNERS AND MASTERS OF SHIPS about to visit the port of Hakedadi, that they are prepared to take Consignments and do business on the usual terms.

By arrangements with Home Insurance Offices, Messra, PLETCHER & CO. can take risks on Oil, or other shipments of Hakodadi, Yesso, Japan, 4th July, 1859.

Storage! STORAGE, FOR 400 TO 500 TONS HEAVY OR light goods, on the premises of the undersigned.

B. F. SNOW. foreign Advertisements.

HONOLULU, FEBRUARY 23, 1861.

BOGLE'S HYPERION FLUID! For Restoring, Preserving and Adorning THE HAIR! THE GREAT PRESERVATIVE OF THE AGE No HOME in the Tropies should be without Bo-gle's Hyperion Fluid.

Prof. Anderson, in 1855, 128 SANSOME St., Pronounced it to be the Sayer of his Hair ROYAL LYCKUM THEATER, STRAND, LONDON, !

It affords me very great pleasure to bear witness to the sur-prising efficacy of "Bogle's Hyperion Fluid." I had occasion to resort to it after losing so much of my hair as to be almost bald, owing to the influence of the climate, during my tour in the United States. Various much vaunted Hair Restoratives which I had already tried having entirely failed, I was advised to test the value of Mr. Bogle's preparation. I used it dili-gently for some time, when to my great gratification my hair assumed more than its forms luviriance. Hence I can be advised assumed more than its former luxuriance. Hence I can-bot from my own experience and that of my friends to whom have recommended its use—most confidently advise the use of the "Hyperion Fluid" to all who need the use of that which shall restore, nourish, and beautify their hair. For these pur poses, I am certain that it is unsurpassed and unsurpassable JOHN HENRY ANDERSON,

To the Public of Honolulu.

The Agent of Bogle's Hyperion Pluid having called on me when I arrived here, I was delighted to find my old friend had preceded me (I mean Bogle's Fluid.) My hair was falling off in thousands per day; a short interview with my friend has stoped the fall; a few smart rubbing operations, performed by "VOELKER," has made every bair as tast as the Hawaiian on my Magic Chair. 1, in 1859, in Honolulu, recommend it to the world as the Great Hair Preserver. JOHN HENRY ANDERSON, "Wizard."

Agent for the sale of Bogles Fluid

VOELKER. Perfumer, Fort street, Honolulu.

BEST HAIR DYE In the World!

THIS IS RATHER STRONG language. yet Bogle's Electric Hair Dye (recently improved) was procen to be so by the judges at the late Mechanics' Fair, held in Boston (among whom was Dr. Hayes, the eminent chemist and State Assayer), who awarded it the Prize Medal and Di-ploma, over the choicest hair dyes on exhibition from all parts of the Union. Its unparalleled superiority consists in, 1st, The ingredients are nourishing to the hair, not destructive, as others are. 2d, Does not hurt or stain the skin. 3d, Is easily applied, and dyes the hair any color required, from a delicate brown to a deep black, so natural as to appear mar-yellous. Manufactured sold and applied by WM. BUGLE. Particular attention paid to forwarding and transhipment of wellows. Manufactured, sold and applied by WM. BUGLE, merchandise, sale of whalemen's bills, and other exchange, in-



MRS WINSLOW. An experienced Nurse and Female Physicism, possents to the atten-

SOOTHING SYRUP. FOR CHILDREN TEETHING,

which greatly facilities the process of teething, by softening the gums, reducing all inflammation-will allay ALL PAIN and spasmodic action,

SURE TO REGULATE THE BOWELS. Depend upon it, mothers, it will give rest to yourselves, and RELIEF AND HEALTH TO YOUR INFANTS. We have put up and sold this article for over ten years, and CAN SAY, IN CONFIDENCE AND TRUTH of it what we never have been

able to say of any other medicine, - NEVER HAS IT FAILED, IN A SINGLE INSTANCE, TO EFFECT A CURE, when timely used. Never did we know an instance of disastisfaction by my one who used it. On the contrary, all are delighted with its operations, and speak in terms of communication of its ungical effects and medical virtues. We speak in this matter "WHAT WE DO KNOW," after ten years" experience, AND PLEDGE OUR REPUTATION FOR THE FUL-FILLMENT OF WHAT WE HERE DECLARE. In almost every instance where the infant is suffering from pain and exhaustion, relief will be found in fifteen or twenty minutes after the syrup is administered. This valuable preparation is the prescription of one of the most EX-PERIENCED and SKILLFUL NURSES in New England, and has been

THOUSANDS OF CASES.

It not only relieves the child from pain, but invigorates the stomach and bowels, corrects acidity, and gives tone and energy to the whole system. It will almost instantly refleve GRIPING IN THE BOWELS, AND WIND COLIC, and overcome convulsions, which, if not speedily remedied, end in death. We believe it the BEST AND SUREST REMEDY IN THE WORLD, in all cases of DYSENTERY AND DIAR-MEDY IN THE WORLD, in an enter of DI states from teething, or from any other same. We would say to every mother who has a child suffering from any of the foregoing complaints—DO NOT LET YOUR PREJUDICES, NOR THE PREJUDICES OF OTHERS, stand between you and your suffering child, and the relief that will be SURE—yes ABSOLUTELY SURE—to follow the use of this medicine, if timely used. Full directions for using will accompany each bottle. None genuine unless the fac simile of CURTIS & PERKINS, New York, is

on the outside wrapper. Said by Druggista throughout the world.

Principal Office, 13 Cedar Street, N. Y. PARK & WHITE, SOLE AGENTS FOR THE PACIFIC COAST, 132 Washington Street, San Francisco, Cal.

NOTICE TO MASTERS & OWNERS OF WHALESHIPS!



THE UNDERSIGNED beg leave to announce to Masters of Whaleships, and the public in general, that they have succeeded in public in general, that they have succeeded in leasing from the French Government at Tahiti, the RAILWAY AND HEAVING DOWN PREMISES, including Storehouses, etc., etc., and are now prepared to execute repairs with despatch and the ower rates than at any other port in the Pacific.

22 ly*

OWEN & GOODING, Shipwrights.

KANAGAWA, JAPAN!

JOHN ALLMAND, Jr., & Co. Have established themselves in Japan, for the purpose of carrying on a General Commission Business. They have established a Line of Packets between San Francisco and Kanagawa, touching at Honolulu on their way

of Kanagawa.

The bark ROVER, the pioneer of the line, will leave San Francisco about the let of April for Kanagawa. References: WM. T. COLEMAN & Co., San Francisco.

J. B. PAINTER, (LATE O'MEARA & PAINTER,)

And Printer's Stock generally, 132 Clay street, near Sansome, SAN FRANCISCO.

WM. FAULKNER & SON, 131 SANSOME ST., SAN FRANCISCO,

CHARLES BREWER, COMMISSION MERCHANT, Boston, U. S. Referto R. W. Wood and C. Bazwen 20.

To the Honolulu Public. NOTICE is hereby given that all "Lots" at the disposal of the subscriber, and owned by the Nuusau Val ley Cemetery Association, are sold or occupied by graves. Hereafter the public must depend upon the owners of private lots, or find barral accommodations elsewhere.

29 tf Secretary and Treasurer of N. V. C. A.

Playing Cards! FRENCH PLAYING CARDS!

The Polynesian.

[The following " remarkable" poem, purporting to have been written by the author of The Rasen, and destroyed subsequent to the production of the latter, has come to us from a source that may or may not be reliable. It is said to have been reproduced by a native lad between nine and ten years of age, who is entirely unacquainted with the English language, the lad declaring it to have been communicated to him by the spirit of one Edgar A. Poe. This is the third communication that we sublunarians have received from that most potent spirit; and it is to be hoped that it will be the last of the kind. We have no faith; but for

the benefit of spiritualists at large we give it place.] Once, while sitting in my study, Musing o'er the misty, muddy, Crude creations of the sages Of the lost and olden time. As I pondered, shrewdly guessing,-Yet no doubtful thought confessing, Nor a syllable expressing-If that raft of prose and rhyme, Floating down the burthened ages, Bore a single truth sublime!

Something uttered, " Nary time." Troubled to the very gizzard By that voice, I said, some wizard,-Some far-sighted witch or wizard From the frosty, northern clime, Where the boreal-beams burn brightly Through the long night-some unsightly Witch or wizard, tis, that nightly Breweth mischief for the time, Haunts me in my lonely ruin With this chatter and this chime.

Came an answer, " Nary time !" Then-each single hair upstanding-Half entreating, half commanding, In a troubled voice, whose tremor Told the terror of the time, Enter Sir, Said I, if mortal ! I implore you !- at the portal, At my ever open portal Enter now and cease that chime. Will you enter at my portal? Will you cease that chattering chime? Loud the answer, " Nary time!"

Tis some demon! then I muttered, And the words had scarcely uttered When a fierce and fiery serpent Coiled before me in his slime; Peal on peal of fiendish laughter, Echoing from roof and rafter, Rose and followed feet and fee Like a wild, unbroken rhyme; And to fill the distant pauses Came the chatter and the chime-Came a louder " Nary time!"

Then a something less surprising Rose and stood before me-rising Near my cushioned couch of slumber-I had slept from eight till nine-For the noise of my awaking Startled him who had been taking Nap for nap beside me, breaking On my dream with dreams canine; Torturing my sleepless fancy

With his intermittent whine. Out! you brute, and cease that whine!

SUPREME COURT .--- October Term. 1860.

P. S. WILCOX and F. L. HANKS CS. J. F. B. MARSHALL. By the Court : This is an action of assumpsit brought by the plaintiffs, as surviving partners of the firm of R. Coady & Co. of Honolulu, to recover the sum of \$320, and interest, which they allege to be due from the defendant in settlement of his account as a part owner in several whaling vessels, for which R. Coady & Co. were the agents,

or managing owners. By consent of parties, the case has been heard by the Court, without the intervention of a jury, judgment to be entered at the convenience of the Court, as of the

This is one of four actions of the same nature, brought by the plaintiffs against the defendant and others, and as the defence made in this case is, as we understand, the same as that in the others, the decision of the present case will probably control the settlement of the oth-The plaintiffs' demand is resisted, and the accounts

as sued upon are objected to, on various grounds, the fundamental point of defence being that, in the business of supplying and fitting out the whaling vessels in question, and of disposing of the products of their voyages, Richard Coady, and afterwards Coady & Co., were the agents of the present defendant and the other partowners, and therefore not entitled to any profit or remuneration for their services about the business, beyond the commission of five per cent. usually allowed in Honolulu for such agencies.

It is necessary, therefore, that we should first con-

sider the applicability to the present case, of certain legal principles relied upon on the part of the defend-ant, before we take up any of the specific points touching the merits. It is argued that a party occupying a fiduciary relation, as an agent for others in regard to any particular business, has no right, in the transaction of that business, to make any extra profits for himself, or, under

any circumstances, to take for his services anything

more than the stipulated commission; and that the position of an agent for the defendant, in a case like

the present, is incompatable with that of a merchant

operating on his own account.

We have no doubt of the general soundness of these as legal propositions, or that they are of almost universal application; but, upon careful consideration, we have doubts as to their being in point as to some of the questions involved in the present case. Originally, Richard Coady, and then R. Coady & Co., were partowners together with the present defendant, and others, of several whaling vessels. The present plaintiffs, and R. Condy before them, acted as ships' husbands and agents generally for those vessels. They were not merey ships' husbands, as that term is generally understood, for other men's ships, but they were the managing part owners, to whom was confided the whole management as to the fitting out and manning of the ships, as well as the disposition of the products of the whal-ing voyages prosecuted for the common interest. The powers and duties of a ship's husband in relation to ships engaged in ordinary trading or freighting voyages, as accurately described in the books, (see Story on agency, Section 35; 1 Bell's Commentaries, 410, Section 428) full though they be, do not exactly cover the position held by the plaintiffs. From the fact that the whaling business, in which their vessels were engaged, was prosecuted from this port, to which a great part of the various materials necessary for the outfitting of the A GENT FOR JAMES CONNER & SONS, U. S.
A Type Foundry, and Dealers in all kinds of Printing Materials.

Type Foundry, and Dealers in all kinds of Printing Materials.

Printers will find it to their advantage to call on us beore purchasing.

Sly

By tiffs assumed a much more general character than that of mere ships' husbands. As the facts of the case appear to us, we do not think it was understood at any time that they should be regarded merely as such. True, it is in testimony, that when the business began,

not pay him to carry on the fitting out of the vessels in

business himself, and also made arrangements for the importation of supplies on his own account, or that of the firm, with the view, no doubt, that he would be able to furnish such supplies for the use of the vessels, instead of continuing to purchase them here from other parties. It does not appear that any objection to this mode of proceeding was made at the time by the other next owners, and accordingly, the subsequent accounts part-owners, and, accordingly, the subsequent accounts of disbursements show that a large part of the supplies for the vessels were furnished by Coady, or Coady & Co. They were in the habit of watching the market, Co. They were in the habit of watching the market, and buying up from time to time quantities of such articles as were likely to be required in re-fitting the vessels. And such a mode of proceeding is said to be usual at those ports in the United States from whence the whaling business is extensively prosecuted.

In attempting, then, to apply to this part of the case the legal principles which are generally applicable as between principal and agent, or to ships' husbands, we must have regard to the particular circumstances of the case, and the mode of dealing between the parties. Had it been clearly understood that Coady, or Coady & Co., were merely to act as agents to purchase from

that manner, and he commenced the ship cha

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& Co., were merely to act as agents to purchase from others the various supplies for the ships, as the necessity for supplies arose, thus establishing between them and the other part-owners the relation of principal and agent, pure and simple, then they must have been sub-ject to the well-established rules, that a person cannot act as agent in buying for another goods belonging to himself; and that no agent will be permitted to take beyond a reasonable compensation (or that agreed upon) for his services, or to hold any profits incidentally obtained in the execution of his duty, even if it be sanctioned by usage. (Story on Agency, Sections 9, 207; Massey vs. Davies, 2 Vesey, Jr., page 317; Church vs. Mar. Ins. Co., 1 Mason, 341.)

Counsel for plaintiffs admit the soundness of these rules, and it appears by the testimony and the accounts, that in those instances where they purchased from third parties supplies required by any of the vessels, they have charged no profit to themselves beyond the stipulated commission; that when in any such instance they obtained a discount, they have allowed the advantage of that discount to scrue for the common interest ; and that where they furnished articles from their own stock on hand, they have charged no more than a reasonable price, or the lowest market value of such articles at

Counsel for defendant have cited several cases referred to in the notes to Fox es. Mackreth, I Leading cases in Equity, 200, as sustaining the principles for which they contend, but which, upon examination, and for reasons already stated, we do not deem applicable to this part of the case. In the case of East India Company 23. Henchman, Lord Chancellor Thurstow held that when a factor, instead of charging factorage upon purchases made for his employers, buys up goods which he ought to furnish as factor, and deals with his constituents as a merchant, and charges mercantile profits, he may be compelled in equity to account. In the case of Bently es. Craven, where one of several partners to purchase goods for the firm, and unknown to his co-partners, purchased goods of his own at the market price, and made considerable profit thereby, it was held by Sir J. ROMILLY, M. R., that the transaction could not be sustained, and that he was accountable to the firm for the profit thus made. So, also, in the case of Massey vs. Davies, 2 Vesy Jr., 317, an agent for a colliery, who it was stipulated was to have no emolument beyond his salary, was decreed by Sir R. Pepper Arden, M. R., to account for the profits made by selling to his principal timber belonging to himself and another person, with whom he had clandestinely entered into partnership, under the name of that person. The distinction which we draw between those cases and that branch of the present case which we are now discussing may, at first sight, seem to be a nice one, but we think it is clear. In the first place, in all those cases the relation between the parties was an unmixed, well defined relation to be governed by certain well understood principles; and, again, there is apparent in those cases conduct on the part of the defendants contrary to their duty, and to what was expected of them by the other parties, and that too in a clandestine way. Here, the outfitting of the vessels by Coady and Coady & Co., whether with supplies purchased from third parties, or with articles furnished from their own stock in trade, was carried on openly and fairly, so that if either of the other part-owners had any objections to make, he had the opportunity. It does not appear that any express objection was made by the defendant, when the vessels were being fitted out, nor when the several accounts of disbursements were furnished to him, according to the usage of the business; and that fact, of itself, must now be held conclusive against him on this part of the case, as amounting in law to a waiver of all objections.

the products of the whaling voyages. It appears that they made certain arrangements, on their own account, with Messrs. Swift & Allen, of New Bedford, in pursuance of which the plaintiffs were to forward to Swift & Allen, for sale and returns, whatever oil and bone, belonging to the catchings of the several vessels, should be sent to the United States market. The plaintiffs also negotiated for and obtained from Swift & Allen, a credit to a large amount, against which they were to be at liberty to draw, on certain conditions. It appears that the plaintiffs availed themselves of this credit, paying interest for advances at the rate of six per cent. paying increase at the rate of six per cent. per annum; but they never drew on their correspondents against any particular shipment. For advances made here by the plaintiffs, on account of disbursements in the fitting out of the ships, they have charged interest against the several part-owners, at the legal rate in this kingdom, viz., twelve per cent. per annum. It is claimed on behalf of the defendant, that the credit with Swift & Allen was obtained by the plaintiffs, through an express agreement that the products of the whaling voyages, which was the common prop-erty, should pass through Swift & Allen's hands, and that, therefore, the defendant and other partowners are entitled to share in any benefit or profit which may have accrued to the plaintiffs, by reason of that arrangement. But to this it is answered, as we think conclusively, that the facts of the case show that the arrangement for a credit with Swift & Allen, made by the plaintiffs, was made by them for the use of their business generally, solely on their own account and responsibility, and not as the agents of the other part-owners, who never authorized the plaintiffs to make any such arrangement on their behalf-never were responsible for the re-payment of any money so obtained, and cannot therefore

We must now advert to the other branch of the

case, which relates more particularly to the agency

of Coady, and Coady & Co., about the disposition of

claim to reap any advantage therefrom.

It is also claimed on behalf of the defendant that the plaintiffs have no right to charge interest on advances made by them in fitting out the vessels, without having first made a demand for contribution. But it appears in testimony, that the plaintiffs furnished the accounts of disbursements, from time to time, to the defendant and other part-owners, as is usual in the business, and this must be regarded as notice to them, and equivalent to an express demand, render-ing them liable for interest from the time the ac-counts were so furnished. It is still further claimed on behalf of the defendant, that the plaintiffs cannot charge interest on those advances, after the products of the whaling, a large portion of which was the property of the defendant and the other owners, came to the plaintiffs' hands, because they might have raised funds, by drawing bills against that property, on Swift & Allen, who had agreed to accept. But in the absence of any proof of a special agreement between the parties, on this point, and in view of the fact that the credit with Swift & Allen was obtained by the plaintiffs for their own use, and on their sole responsibility, we think it was optional with them whether to draw thus or not. It is testia chief inducement for the present defendant and others to embark their capital in it was, that Richard Coady, fied by Mr. Hanks that they never did draw against any particular shipment; that on account of advices recived from Swift & Allen, Coady & Co. could not have drawn against any shipment made in the fall of 1858, and that whalers bills were that season at a discount of seven or eight per cent. The defendant and the other part-owners are credited with interest who was an active, shrewd business man, not at that time engaged himself as a merchant, would be able to fit out the vessels to the best advantage, by giving his personal attention to the matter, and purchasing supplies as cheaply as possible, receiving only the usual commission, so that their ships, to use the expressive language of the parties, should not have to commence at twelve per cent. on the nett proceeds, from the date when the account of sales was made up in New Bedford, and on the whole we regard the plaintiffs' their voyages "by sailing through a ship chandler's store." The business was begun in that way, but after it had been prosecuted for some time, Mr. Coady stated to some of the parties interested that it would

account, in respect of interest, as just and reasonable.

It is contended further that the defendant is entitled to the profit which may have been derived from the